

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 18, 2003 Division: Public Works

Bulk Item: Yes X No        Department: Engineering/Construction Management

**AGENDA ITEM WORDING:** Approval to award bid and execute contract with Weatherrol Maintenance. Corp. for the installation of Phase II of the Chilled Water System at the Jackson Square complex.

**ITEM BACKGROUND:** In April, 2003 a Request for Bids for the Chilled Water System, Phase II, Jackson Square, was advertised. Three bids were received in Purchasing on May 29, 2003. The bid tabulations are as follows: Weatherrol Maint. Corp., \$248,400.00; Engineered Comfort Systems, \$278,387.00; Comfort Tech, Inc. \$279,700.00. Recommendation was given by the project's architect, Gonzalez Architects, to award bid to Weatherrol Maint. Corp., Inc. in the amount of \$248,400.00.

**PREVIOUS RELEVANT BOCC ACTION:** This project is included in the Capital Improvements Plan. On May 15, 2002, BOCC approved a contract with Gonzales Architects for design services.

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST:** \$248,400.00

**BUDGETED:** Yes X NO         
304-24000-560630-CG0302-560630

**COST TO COUNTY:** \$248,400.00

**SOURCE OF FUNDS:** Infrastructure sales tax

**REVENUE PRODUCING:** YES        NO X AMOUNT PER MONTH        YEAR       

**APPROVED BY:** County Atty. OMB/Purchasing Risk Management

**Item Prepared By:** Stephanie Coffer, Construction Manager Dave S. Koppel, P.E., County Engineer

**DIVISION DIRECTOR APPROVAL:** Dent Pierce, Division Director

**DOCUMENTATION:** Included X To follow        Not required       

**DISPOSITION:**        AGENDA ITEM # C16

ADMINISTRATIVE SERVICES DEPARTMENT  
PURCHASING OFFICE  
TABULATION SHEET

OPEN DATE: MAY 29, 2003 AT 11:00 AM

TITLE : CHILLED WATER SYSTEM - PHASE II COURTHOUSE ANNEX

RESPONDENT	BID BOND	TOTAL PRICE
WEATHERTROL MAINT. CORP.	YES 5%	\$248,400.00 -
ENGINEERED COMFORT SYSTEMS	YES 5%	\$278,387.00 .
COMFORT TECH, INC.	YES 5%	\$279,700.00 -

Bid Committee Present: Lisa Ernst Cherry and Carlos Victores - Purchasing Office. Jerry Barnett - Construction Management.

Members of the Public Present: Rafel V. Ross - Weathertrol and Mike Walker - Engineered Comfort Systems.

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Lisa Ernst Cherry, Purchasing Supervisor



MONROE COUNTY  
CONSTRUCTION MANAGEMENT

JUN 02 2003

# Gonzalez Architects

TIME:  
RECEIVED BY: *jc*

Architecture \* Planning \* Interiors

2 June 2003

Mr. Jerry A. Barnett, Inspector  
Monroe County Construction Management  
110 Simonton Street  
Key West, Florida 33040

RE: Jackson Square Chiller II/ Bid Tabulations

Dear Mr. Barnett:

I have reviewed the bids on the above referenced project and checked them for uniformity of submission. The only irregularity is that the high and low bidder did not include the City of Key West Occupational license. Since this provision is a requirement of a company that works in Key West, a company may not maintain a current license if they are not currently providing services in the area.

I recommend award to the low bidder, Weathertrol Maint. Corp. (\$248,400), with the provision that prior to contract they procure a City of Key West Occupational License. If this Company is unable to secure such license, then the contract should be awarded to the next lowest qualified bidder, Engineered Comfort Systems (\$278,387).

With regards to the bids being lower than the estimate, the initial bid on Chiller I, was used as the indicator of future costs for installation of the second chiller. At the time we felt the initial bids were high and did not accurately reflect the costs. We maintained the same costing approach for our estimate rationalizing that it appeared contractors were concerned about higher costs in Key West and difficult site logistics. It appears that the current bids reflect more accurately the true costs of the installation. The existing chiller I installation has shown the current bidders the correct level of complexity and eliminated some of the guess work involved in the previous installation.

Gonzalez Architects recommends award of the contract, per the above comments. Should you have any questions please feel free to call.

Sincerely,  
Gonzalez Architects

*JAG*  
Jose Andrew Gonzalez, AIA  
Principal

32 East Bay Street, Savannah, Georgia 31401 \* (912) 201-9888, Fax (912) 201-0240  
2720A North Roosevelt Blvd, Key West, Florida 33040 \* (305) 294-3748, Fax (305) 294-8217  
1602 Alton Road, PMB 503 Miami Beach, Florida 33139 \* (305) 672-9044, Fax (305) 866-8324

<http://www.gonzalez-architects.com> \* GA 09834 \* FL AA2305

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Weathertrol Maint. Corp. Contract # N/A  
 Effective Date: 06/18/03  
 Expiration Date: \_\_\_\_\_

**Contract Purpose/Description:**

Contract with Weathertrol Maintenance Corp. for the installation of Phase II of the Chilled Water System at the Jackson Square complex.

Contract Manager: Stephanie Coffey 4468 Eng./Construction Mgt.  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 6/18/03 Agenda Deadline: 6/3/03

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 248,400.00 Current Year Portion: \$ --  
 Budgeted? Yes ☒ No ☐ Account Codes: ---- 304-24000-560630-CG0302  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$/yr For: N/A  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/5/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>W. R. [Signature]</u>	<u>6/5/03</u>
Risk Management	<u>6/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>6/3/03</u>
O.M.B./Purchasing	<u>6/3/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>6/4/03</u>
County Attorney	<u>6-3-03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Ed [Signature]</u>	<u>6-3-03</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Section 00500

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# Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a STIPULATED SUM*

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### AGREEMENT

made as of the 18<sup>th</sup> day of June in the year of TWO THOUSAND THREE  
*(In Words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name and address)*

Monroe County Board of County Commissioners  
500 Whitehead Street  
Key West, Florida 33040

and the Contractor:  
*(Name and address)*

Weathertrol Maintenance Corp.  
7250 NE 4<sup>th</sup> Avenue  
Miami, FL 33138

For the following Project:  
*(Include detailed description of project,  
location, address and scope)*

Chilled Water System – Phase II  
Courthouse Annex – Jackson Square Complex  
Key West, Florida

The Construction Manager is:  
*(Name and address)*

Stephanie Coffey  
Monroe County Construction Management  
1100 Simonton Street  
Second Floor – Room 2-216  
Key West, Florida 33040

The Architect is:  
*(Name and Address)*

Gonzalez Architects  
32 E Bay Street  
Savannah, GA 31401

The Owner and Contractor agree as set forth below.

## **ARTICLE 1**

### **The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement: these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## **ARTICLE 2**

### **The Work of this Contract**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Scope of Work as specified in the Project Manual for this project, Section 00300.

## **ARTICLE 3**

### **Date of Commencement and Substantial Completion**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than  
*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

120 calendar days from date of Commencement.

subject to adjustments of the Contract Time as provided by the Contract Document  
*(Insert provisions if any for liquidated damages relating to failure to complete on time)*

## **ARTICLE 4**

### **Contract Sum**

4.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of two hundred forty-eight thousand four-hundred Dollars (\$248,400.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **NONE**  
*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement. Attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

4.3 Unit prices, if any, are as follows:

**NONE**

## **ARTICLE 5** **Progress Payments**

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the First day of a month, the Owner shall make payment to the Contractor not later than the Twenty-first day of the Same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than Twenty days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%):

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitations)*

## **ARTICLE 6** **Final Payment**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect: such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment, or as follows:

## **ARTICLE 7** **Miscellaneous Provisions**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

7.3 Temporary facilities and services:

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

7.4 Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners.

7.5 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work



as contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Special Conditions, if any are detailed in Section 01000 of the Project Manual for this Project

## **ARTICLE 8**

### **Termination or Suspension**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## **Article 9**

### **Enumeration of Contract Documents**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows:

<b>Document</b>	<b>Title</b>	<b>Pages</b>
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As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<b>Section</b>	<b>Title</b>	<b>Pages</b>
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As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.5 The Drawings are as follows, and are dated on each individual drawing unless a different date is shown below:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<b>Number</b>	<b>Title</b>	<b>Date</b>
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As listed in Table of Contents, Section 00001 of the Project Manual for this project.

9.1.6 The Addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
<b>1</b>	<b>5/20/03</b>	<b>2</b>

### **9.1.5**

Drawings are as follows:

#### **CHILLED WATER SYSTEM PHASE II**

<b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
AO.01	N/A	10/18/02
AO.02	N/A	10/18/02
AO.03	N/A	10/18/02
A1.01	N/A	10/18/02
CP-1	N/A	03/08/02
CP-2	N/A	03/08/02
CP-3	N/A	03/08/02
CP-4	N/A	03/08/02
CP-5	N/A	03/08/02
E-1	N/A	03/08/02

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7 Other documents, if any, forming part of the contract Documents are as follows:**

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid. Instructions to Bidders, sample forms and the Contractor's bid are not part of the contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor/Chairman

Date: \_\_\_\_\_

(SEAL)

Attest:

**CONTRACTOR**


By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF SECTION 00500**

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY:   
ROBERT N. WOLFE  
DATE 6-3-03